

APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND
SUMMARY SHEET

CB BAA

APPLICANT: Hamilton County Park District CODE # 061-02037

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 3/3/03

CONTACT: Ross Hamre PHONE # (513) 728-3551, Ext. 256

FAX: (513) 521-2896 E-MAIL rhamre@greatparks.org

PROJECT NAME: Agape Open Space Acquisition

ELIGIBLE APPLICANT

(Check Only 1)

- ☐ A. County (1)
- ☐ B. City (2)
- ☐ C. Township (3)
- ☐ D. Village (4)
- ☐ E. Conservancy District (6)
- ☐ F. Soil & Water Conservation District (7)
- ☐ G. Joint Recreational District (8)
- ☒ H. Park District/ Authority (9)
- ☐ I. Nonprofit Organization (10)
- ☐ J. Other _____ (11)

PROJECT TYPE

(Check Largest Component)

- ☒ A. Open Space (7)
- ☐ B. Riparian Corridor (8)

PRIMARY PROJECT EMPHASIS 4

(Choose a category from Attachment A which most closely describes our primary project emphasis.)

ESTIMATED TOTAL

CLEAN OHIO CONSERVATION

PROJECT COST (from 1.1f): \$ 78,450.00 FUNDING REQUESTED: (from 1.2e) \$ 46,285.50

NRAC APPROVAL - To be completed by the NRAC Committee ONLY

GRANT: \$ _____

FOR OPWC USE ONLY

PROJECT NUMBER: _____

APPROVED FUNDING: \$

Local Participation _____%

Project Release Date:

Clean Ohio Fund Participation _____%

1.0 PROJECT FINANCIAL INFORMATION

1.1 PROJECT ESTIMATED COSTS: TOTAL DOLLARS In Kind Dollars

(Round to Nearest Dollar) (See definition in instructions.)

- | | | | |
|-----|------------------------------------|---------------------|-------|
| a.) | Acquisition Expenses: | \$ <u>75,000.00</u> | _____ |
| | Conservation Easement | | |
| | Purchase | \$ <u>75,000.00</u> | |
| | Easement Purchase | \$ _____ | |
| | Other <u>Earnest Money</u> | \$ <u>.00</u> | |
| | | | |
| b.) | Planning and Implementation: | \$ <u>3,450.00</u> | _____ |
| | Appraisal | \$ <u>1,500.00</u> | |
| | Closing Costs | \$ _____ | |
| | Title Search | \$ _____ | |
| | Environmental | | |
| | Assessments | \$ <u>950.00</u> | |
| | Design | \$ _____ | |
| | Other Eligible | | |
| | Costs | \$ <u>1,000.00</u> | |
| | | | |
| c.) | Construction or Enhancement of | | |
| | Facilities: | \$ _____ .00 | _____ |
| | | | |
| d.) | Permits, Advertising, Legal: | \$ _____ .00 | _____ |
| | | | |
| e.) | Contingencies: | \$ _____ .00 | _____ |
| | (not to exceed 10% of total costs) | | |
| | | | |
| f.) | TOTAL ESTIMATED COSTS: | \$ <u>78,450.00</u> | |

1.2 PROJECT FINANCIAL RESOURCES:

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define)_____	\$_____ .00	
b.) Applicant Contributions (Local Funds)	\$ <u>32,164.50</u>	<u>41%</u>
c.) Other Public Revenues		
Nature Works	\$_____ .00	
Land Water Conservation Fund	\$_____ .00	
Ohio Environmental Protection Agency	\$_____ .00	
Ohio Water Development Authority	\$_____ .00	
Community Development Block Grant	\$_____ .00	
Ohio Department of Natural Resources	\$_____ .00	
OTHER_____	\$_____ .00	
d.) Private Contributions	\$_____ .00	_____
<i>SUBTOTAL LOCAL RESOURCES:</i>	\$ <u>32,164.50</u>	
e.) CLEAN OHIO CONSERVATION FUND:	\$ <u>46,285.50</u>	<u>59%</u>
Funds from another NRAC	\$_____ .00	_____
<i>SUBTOTAL CLEAN OHIO RESOURCES:</i>	\$ <u>46,285.50</u>	_____
f.) TOTAL FINANCIAL RESOURCES:	\$ <u>78,450.00</u>	<u>100%</u>

1.3 AVAILABILITY OF LOCAL FUNDS:

Please list any partnership with other sources. (i.e.; is this part of a larger project or plan):

The CPB will manage the property after acquisition by HCPD.

2.0 PROJECT INFORMATION

If the project is multi-jurisdictional, information must be consolidated in this section.

X Please check here if additional documentation is attached.

2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):

A: SPECIFIC LOCATION: Please attach a map.

PROJECT COUNTY: Hamilton PROJECT ZIP CODE: 45227

B: PROJECT COMPONENTS: Please describe the various project components.

C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A: Please describe.

D: DEFINE TERMS OF EASEMENTS:

PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.

E: INFORMATION REGARDING PUBLIC ACCESS

Where is the access located? Is it open to the general public or are there restrictions? What are the hours of availability? Will the general public be given the opportunity to participate in the planning of the project?

2.2 OWNERSHIP/MANAGEMENT/OPERATION: Please address.

2.0 Project Information

2.1 Project Information

- A. Specific Location: The proposed site is located in Hamilton County, directly west of the Felter Tanglewood Preserve and northeast of Mt. Airy Forest along Colerain Avenue. See attached map (Exhibit 1).
- B. Project components: The proposed project involves the acquisition of approximately 10.5 acres of forested hillside and open space by the Hamilton County Park District (HCPD). The HCPD will transfer the deed to the Cincinnati Park Board (CPB), but retain a permanent conservation easement on the property.
- C. Project Emphasis: The proposed project preserves high quality, viable habitat for plant and animal species, increases habitat protection, and preserves or restores other natural features that contribute to quality of life and state's natural heritage.

The proposed project site contains mature forest that provides good habitat for wildlife. The site contains a mature forest with some trees totaling three to four feet in diameter.

The majority of the site's hillsides exceed a 25% slope. The following highly erodible soil classifications can be found on the site: Eden silty clay loam and Eden flaggy silty clay loam. Preserving the steep hillsides will reduce soil erosion potential. See soils map (Exhibit 2).

The Agape tract is adjacent to the Felter Tanglewood Preserve owned by the CPB and is northeast of Mt. Airy Forest, also owned by the CPB. Acquisition of this property would increase the acreage at the Felter Taglewood Preserve as well as preserve another portion of the forested hillsides that provide needed green space in the City of Cincinnati. The biodiversity of Felter Tanglewood Preserve would be protected through this acquisition. See USGS map (Exhibit 3).

The proposed 10.5 acre Agape property is recommended for acquisition in the Cincinnati Parks Greenway Plan.

- D. Define Terms of Easement: The deed to the property will include the following language: *Buyer agrees to perpetually keep this property in greenspace for the protection of hillside and forest areas included herein.*

Potential development of this property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project.

- E. Information regarding public access: Access to the proposed site will be available days and weekends from Felter Tanglewood Preserve. Pedestrian and vehicular access to the site will be in accordance with the operational management plan prepared by the CPB and approved by the HCPD. See Exhibit 4 for photos of the site.

- 2.2 Ownership/Management/Operation: The HCPD will purchase the property and transfer the deed to the CPB. The HCPD will retain the rights to a conservation easement on the site. The CPB will manage the site in accordance with their land management policies. (See Exhibit 5).

The CPB and the HCPD are currently partnering on other projects in the county. The HCPD has successfully completed approximately 100 land acquisitions projects in the last 11 years. The CPB currently owns and manages 34 natural areas totaling approximately 1,380 acres.

The CPB will manage the site for conservation of natural resource purposes with the possibility of limited passive recreation activities such as low impact nature trails, wildlife viewing and nature education programming.

- 2.3 Purchase Contract: The HCPD has signed an option agreement with the owner agreeing to sell the Agape property to the HCPD for the agreed upon amount in this document.

3.0 PROJECT SCHEDULE:*

		BEGIN DATE	END DATE
3.1	Planning and Implementation:	<u> / / </u>	<u> / / </u>
3.2	Land Acquisition/Easements:	<u> 3/3/03 </u>	<u> 3/3/04 </u>
3.3	Site Improvements:	<u> / / </u>	<u> / / </u>

* Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by a project official of record and approved by the commission once the Project Agreement has been executed.

4.0 PROJECT OFFICIALS:

4.1	CHIEF EXECUTIVE OFFICER	Jack Sutton
	TITLE	Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	jsutton@greatparks.org
4.2	CHIEF FINANCIAL OFFICER	Don Rudler
	TITLE	Treasurer
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	drudler@greatparks.org
4.3	PROJECT MANAGER	Ross Hamre
	TITLE	Planning Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 728-3551, ext. 256
	FAX	(513) 521-2896
	E-MAIL	rhamre@greatparks.org

Changes in Project Officials must be submitted in writing from the CEO or CFO.

5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 ½ by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [] below that each item listed is attached.

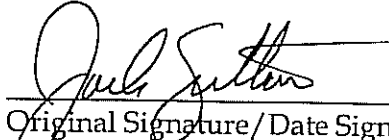
- [X] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- [X] A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- [X] A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- [X] A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- [X] Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- [X] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- [X] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- [X] Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local* NRAC.
- [X] Have you reviewed your NRAC's methodology to see that you have addressed all components?

6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.

JACK SUTTON, Director


Original Signature / Date Signed

2/28/03

ATTACHMENT A

PROJECT EMPHASIS

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A "1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A "2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A "3" IN THE CATEGORY WITH THIRD EMPHASIS.

OPEN SPACE

- ☐ 1. Protects habitat for rare, threatened and endangered species
- ☒ 2. Increases habitat protection
- ☐ 3. Reduces or eliminates nonnative, invasive species of plants or animals
- ☒ 4. Preserves high quality, viable habitat for plant and animal species
- ☐ 5. Restores and preserves aquatic biological communities
- ☐ 6. Preserves headwater streams
- ☐ 7. Preserves or restores flood plain and stream side forest functions
- ☐ 8. Preserves or restores water quality
- ☐ 9. Preserves or restores natural stream channels
- ☐ 10. Preserves or restores functioning flood plains
- ☐ 11. Preserves or restores wetlands
- ☐ 12. Preserves or restores stream side forests
- ☒ 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

RIPARIAN CORRIDOR

- ☐ 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds
- ☐ 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- ☐ 16. Reforestation of land
- ☐ 17. Planting vegetation for filtration
- ☐ 18. Incorporates aesthetically pleasing and ecologically informed design
- ☐ 19. Enhances educational opportunities and provides physical links to schools and after school centers
- ☐ 20. Acquisition of connecting corridors
- ☐ 21. Supports comprehensive open space planning
- ☐ 22. Provides multiple recreational, economic and aesthetic preservation benefits
- ☐ 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- ☐ 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

BOARD OF PARK COMMISSIONERS
HAMILTON COUNTY PARK DISTRICT

February 26, 2003

RESOLUTION NO. 2328

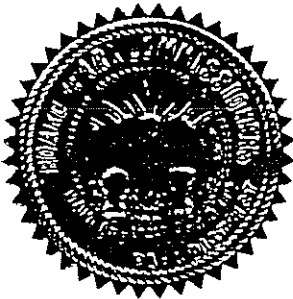
CLEAN OHIO CONSERVATION PROGRAM

WHEREAS, the Board of Park Commissioners of the Hamilton County Park District, desires financial assistance under the Clean Ohio Conservation Program Funds, administered by the Ohio Public Works Commission.

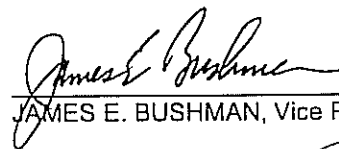
NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Hamilton County Park District, as follows:

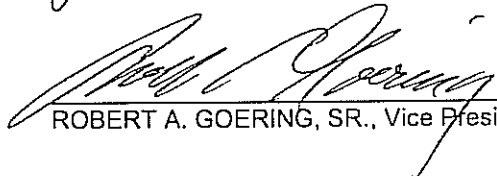
1. That the Board of Park Commissioners of the Hamilton County Park District hereby approves filing of applications for the Clean Ohio Conservation Program Funds.
2. That Jack Sutton, Director, is hereby authorized and directed to execute and file applications with the Ohio Public Works Commission, to enter into any agreements as may be appropriate and necessary for obtaining this financial assistance, and to provide all information and documentation required in said application for submission to the Ohio Public Works Commission.
3. THAT THE BOARD OF PARK COMMISSIONERS OF THE HAMILTON COUNTY PARK DISTRICT hereby does agree to obligate the funds required to satisfactorily complete the proposed projects and thus become eligible for Clean Ohio Conservation Program financial aid up to 75% of the total project costs.

BOARD OF PARK COMMISSIONERS
HAMILTON COUNTY PARK DISTRICT




NANCY R. HAMANT, President


JAMES E. BUSHMAN, Vice President


ROBERT A. GOERING, SR., Vice President

ATTEST:


This 26th day of February, 2003


JACK SUTTON, Director

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

February 28, 2003

I, Donald Rudler, Treasurer of the Hamilton County Park District, hereby certify that Hamilton County Park District has the amount of \$32,164.50 in the Land Acquisition Fund and that this amount will be used to pay the applicant revenues for the Agape Tract Acquisition.


Donald Rudler, Treasurer

Option Agreement
Agape Ministries Inc.
10.5-Acre Colerain Avenue Property
October 28, 2002

This Option Agreement is by and between Rev. Ronald L. Peake, Agape Ministries Inc. incorporated as a Church under the laws of the State of Ohio, # 760276 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District or its' assigns ("BUYER/OPTIONEE").

WITNESSETH:

For and in consideration of the sum of a total of approximately \$6,737.98 to be paid by the BUYER/OPTIONEE on behalf of the SELLER to the Hamilton County Treasures for the payment of the back taxes (as further described in paragraph 14 below), the receipt of which is/will be hereby acknowledged, the SELLER hereby grants to the BUYER/OPTIONEE the exclusive right to purchase the following described real estate. Said real estate shall be held exclusively for the BUYER/OPTIONEE for a one-year time. Said term commencing upon the date of the execution of this agreement by the SELLER ("OPTION FEES"),

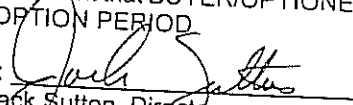
1. PROPERTY DESCRIPTION: 10.5 acres more or less, the real property shown on the Hamilton County Auditor's Map as Plat Book 227 Page 1 Parcels 12, 15, 16, 121, and 122 CONS (as shown on Attachment A map in yellow) as ("REAL ESTATE").
2. PRICE AND TERMS: The execution by the BUYER/OPTIONEE of this Agreement shall constitute an offer to purchase the REAL ESTATE per the terms as stated in Items 3, 11, 13 and 16 of this Agreement and, SELLER shall sell the REAL ESTATE and the BUYER/OPTIONEE agrees to purchase the REAL ESTATE for \$75,000.00.
3. OPTION FEES: If, during the OPTION PERIOD, BUYER/OPTIONEE exercises this Option Agreement the OPTION FEES are to be credited towards the purchase price. As a condition to this Agreement, BUYER/OPTIONEE intends to seek funding assistance through the Clean Ohio Conservation Program Fund as administered by the Ohio Public Works Commission.
4. OTHER CONTINGENCIES OR NOTES: The SELLER grants permission to BUYER/OPTIONEE the right to conduct any additional standard inspections that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections. BUYER/OPTIONEE reserves the right to have an Environmental Phase One Audit performed of the property and may have a Phase Two Audit performed provided SELLER consents in writing for this Phase Two Audit work. Such consent may not be unreasonably withheld by the BUYER. Any environmental problems found that cannot be resolved by SELLER are to be considered good cause for termination of this Option Agreement without refund of the OPTION FEES to the BUYER/OPTIONEE.
5. PERSONAL PROPERTY: The following personal property shall be included in the sale: None
6. SELLER'S CERTIFICATION: SELLER certifies to BUYER/OPTIONEE that, to the best of SELLER'S knowledge: (a) the fireplaces, chimneys, electrical, plumbing, heating, air conditioning equipment and systems, and other items included herein will be operational on Possession, except None; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may

be assessed, except None, (c) the REAL ESTATE is zoned as Residential zoning; (d) no Federal, City, Township, County or State orders have been served upon the property requiring work to be done or improvements to be made which have not been performed, except: None (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: none; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the Real Estate, or contamination of the Real Estate by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.

7. CONVEYANCE AND CLOSING: SELLER shall be responsible for transfer taxes, deed preparation and shall convey marketable title to the REAL ESTATE by General Warranty Deed in fee simple absolute, within 90 days of the exercise of this Option Agreement by the BUYER, or at such sooner time as mutually agreeable to the parties hereto ("CLOSING"), free, clear and unencumbered as of CLOSING, except restrictions and easements of record which do not adversely affect the use of the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by the SELLER.
8. CONDITION OF IMPROVEMENTS: SELLER agrees that on Possession, the REAL ESTATE shall be in the same condition as it is on the date of this offer, except for ordinary wear and tear and casualty damage from perils insurable under a standard fire policy with extended coverage. If the REAL ESTATE be damaged or destroyed by fire or other casualty and if, prior to Closing, the REAL ESTATE shall not be repaired or restored by, and at the cost of SELLER, to a condition as good as it was prior to the damage or destruction, then BUYER, at his option, may terminate this contract by written notice to SELLER. During the pendency of this contract, SELLER shall not make any substantial alterations or repairs without the consent of the BUYER.
9. GRANT OF PERMISSION: SELLER hereby grants permission to BUYER/OPTIONEE'S environmental auditors for entry into the property.
10. RESTRICTIVE COVENANT in the event that the BUYER/OPTIONEE is successful in their grant application, the deed from the SELLER shall contain the following language "Agape Woods - Buyer agrees to perpetually keep this property in greenspace for the protection of hillside and forest areas included herein. Potential development of this property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices. Buyer agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director of the Ohio Public Works Commission (OPWC), at the Directors sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, Buyer or its successors and assigns as owner of the Land or interest therein, shall pay to the OPWC upon demand from the Director an amount equal to the greater of: (a) 200 percent (200%) of the Funds

disbursed by the OPWC for the Project, together with interest occurring thereon at a rate equal to 6 percent (6%) per annum from the date of disbursement; or (b) 200 percent (200%) of the fair market value of the Project." If the BUYER/OPTIONEE is not successful in the grant application or if it does not submit a grant application for funding consideration through the Clean Ohio Conservation Program, then no restrictive covenants will be placed upon this deed.

11. CLOSING AFTER EXERCISE OF OPTION: Upon the exercise of the right and option in the manner prescribed above, the Closing for the payment of the balance of the purchase price and the delivery of the deed shall be held at the convenience of both parties, but in no event shall be later than 90 days from the execution of this OPTION AGREEMENT by the BUYER/OPTIONEE.
12. SOLE CONTRACT: The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
13. MANNER OF EXERCISE: Said right and option to purchase may be exercised by the BUYER/OPTIONEE by the giving written notice to the SELLER before the expiration of this option contract. BUYER/OPTIONEE'S decision not to exercise its option to purchase by the last date of the OPTION PERIOD shall result in the termination of this OPTION AGREEMENT rendering it null and void. In the event of such occurrence, SELLER shall retain the OPTION FEE.
14. PROPERTY TAXES: Within seven days of the SELLERS signature on this OPTION AGREEMENT, BUYER/OPTIONEE will pay the current \$5,294.90 in back real estate taxes, penalties and interest. BUYER/OPTIONEE shall also pay the real estate taxes due and owing in January and July, 2003 (each estimated to be approximately \$ 721.54 to Hamilton County Treasurers directly on the REAL ESTATE and will provide SELLER with a receipt showing the payment of these fees. SELLER agrees to credit, at the closing, to the BUYER/OPTIONEE all real estate taxes paid by BUYER during the OPTION PERIOD.
15. POSSESSION: Possession will be granted as of the day of closing.
16. EXPIRATION AND APPROVAL: This AGREEMENT is null and void if not signed by the BUYER/OPTIONEE in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, October 31, 2003. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.
17. ACCEPTANCE OF TEXT AND FORM: I, Jack Sutton having reviewed the text and form only of this option contract hereby agree that the text and form is acceptable to the BUYER/OPTIONEE in the event that BUYER/OPTIONEE decides to exercise this option within the OPTION PERIOD.

BUYER: 
Jack Sutton, Director
18. ACTION BY SELLER: The undersigned SELLER has read and fully understands the foregoing option contract and accepts said offer and agrees to convey the REAL ESTATE according to the above terms and conditions on

this, October 30, 2002:

WITNESS: Max William S. [Signature]

SELLER: Ronald L. Peake [Signature]

WITNESS: [Signature]

Ronald L. Peake,
Agape Ministries Inc.
4814 Whetsel Avenue
Cincinnati, Ohio 45227
272-6734
rlopeake@goodnews.net

ACCEPTANCE by the BUYER: We hereby accept the above contract on this
_____ day of _____ month, 200__ year _____ time.

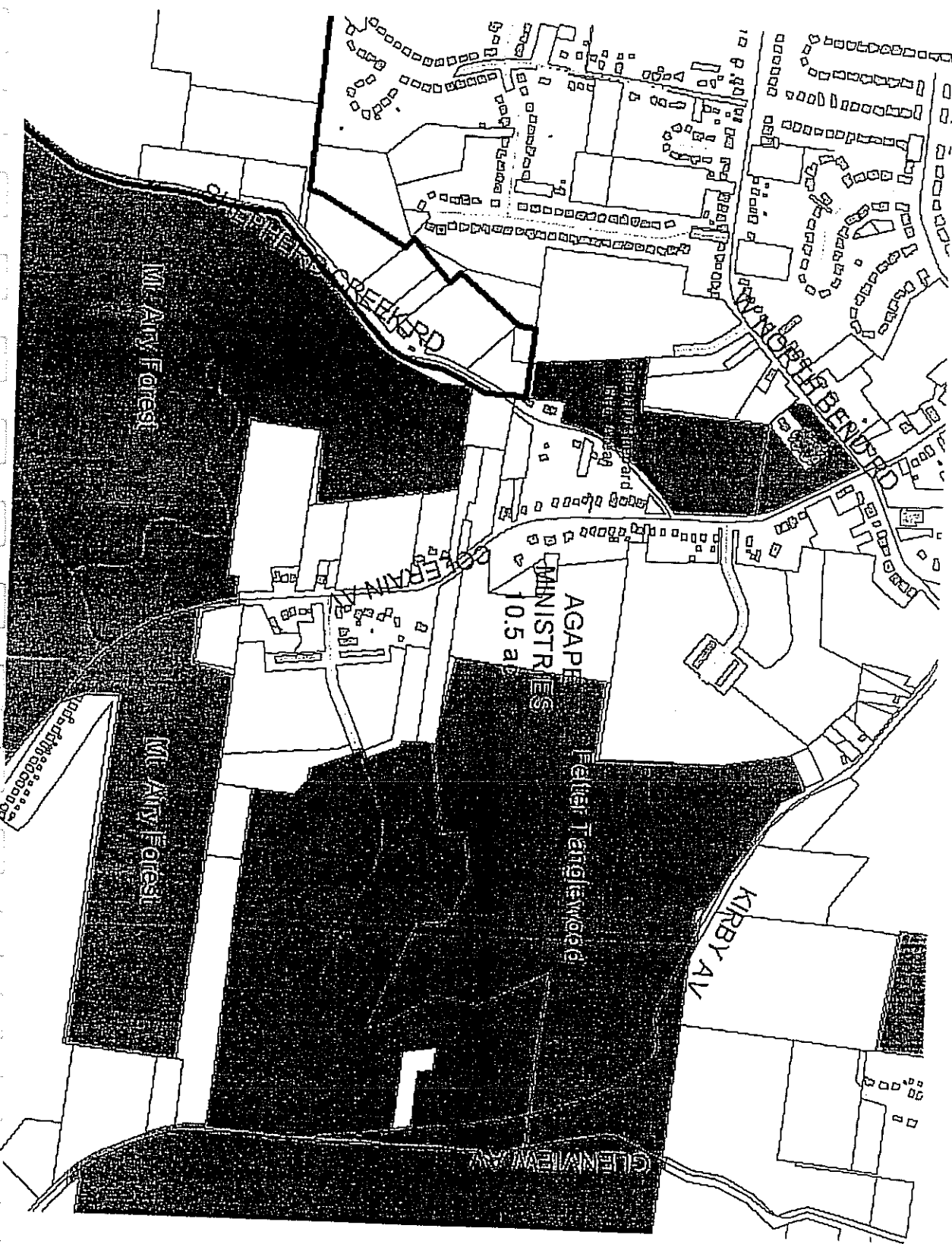
WITNESS: _____

BUYER: _____
Director

WITNESS: _____

ADDRESS OF BUYER: Hamilton County Park District
10245 Winton Road
Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)





RECEIVED

SEP 11 2002

HAMILTON COUNTY
PARK DISTRICT

Appraisal Company of America

5472 GLENWAY AVENUE CINCINNATI, OHIO 45238

Phone: 513-922-2600 Fax: 513-922-8311

August 26, 2002

Mr. Rick Johnson
Planning Director
HAMILTON COUNTY PARK DISTRICT
10245 Winton Road
Cincinnati, OH 45231

RE: 5312 Colerain Avenue
Cincinnati, OH 45223
10.570842 Acres (unimproved)
Plat Book 227, Page 1, Parcels 12, 15, 16, 121 & 122

Dear Mr. Johnson:

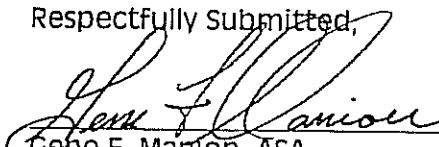
In accordance with your request, I have inspected and appraised the above referenced property for the purposes of estimating market value. The interest appraised is fee simple.

Attached to this letter you will find a report which states the purpose, identifies the property rights analyzed, defines value, identifies the property, and includes the facts, data, reasoning, certifications, and assumptions and limiting conditions underlying my estimates. This appraisal is an estimate of value for a part of the total property. Taking into account all the pertinent facts that affect value, the Market Value estimate of the subject property, as of August 19, 2002, is as follows:

ONE HUNDRED SIX THOUSAND DOLLARS

\$106,000.00
(As Existing)

Respectfully Submitted,


Gene F. Mamon, ASA

CERTIFICATION

(Cont.)

One (or more) of the signatories of this appraisal report is a member of the Appraisal Institute and/or the American Society of Appraisers. These societies require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the signatories of this appraisal report.

The American Society of Appraisers require programs of continuing education and recertification for their designated members. Appraisers who meet the minimum standards of these programs are considered by the respective organizations to be currently certified.

Gene F. Manion ASA is in conformance with said requirements and, as of the date of this appraisal assignment is a member in good standing.


Also:

Gene F. Manion is certified as a General Real Estate Appraiser by the State of Ohio - Certificate No. 383256.

That, by reason of my investigation and by virtue of my experience as an appraiser, I have formed the opinion that the pertinent values associated with this project can be stated as follows:

MARKET VALUE – FEE SIMPLE ESTATE**ONE HUNDRED SIX THOUSAND DOLLARS**

.....

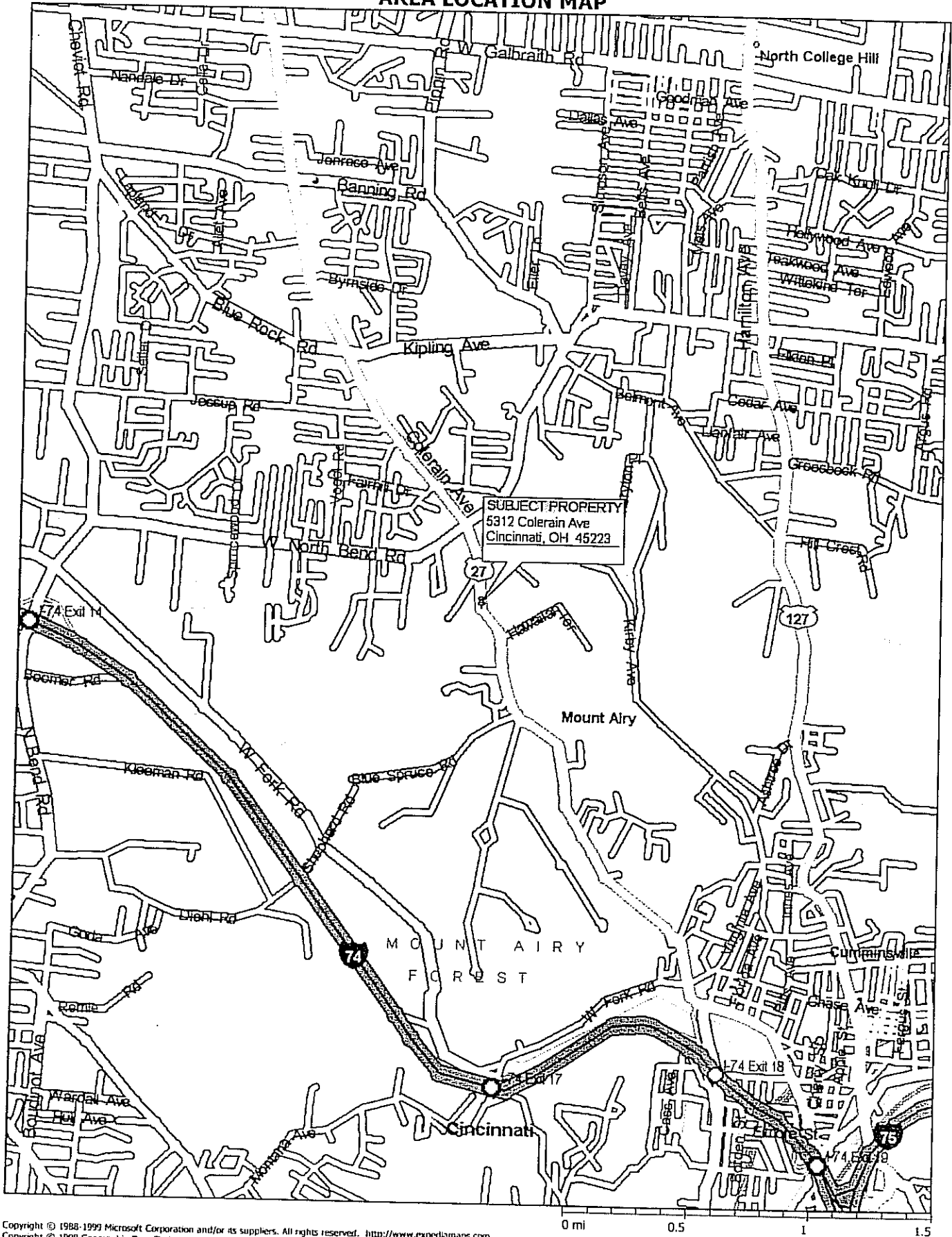
\$ 106,000.00**(As Existing)**
Gene F. Manion, ASA
Appraiser

CONTINGENT AND LIMITING CONDITIONS

9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

ENVIRONMENTAL DISCLAIMER: The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The Appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions, which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental conditions on or around the property that would negatively affect its value.

AREA LOCATION MAP



PROPERTY DATA

Verification of Subject Acreage

Pastor Ron Peake furnished a legal description to the appraiser, which was reportedly taken from a prior appraisal report acquired in 1998; said legal description indicates the subject acreage to be 11.570772 acres.

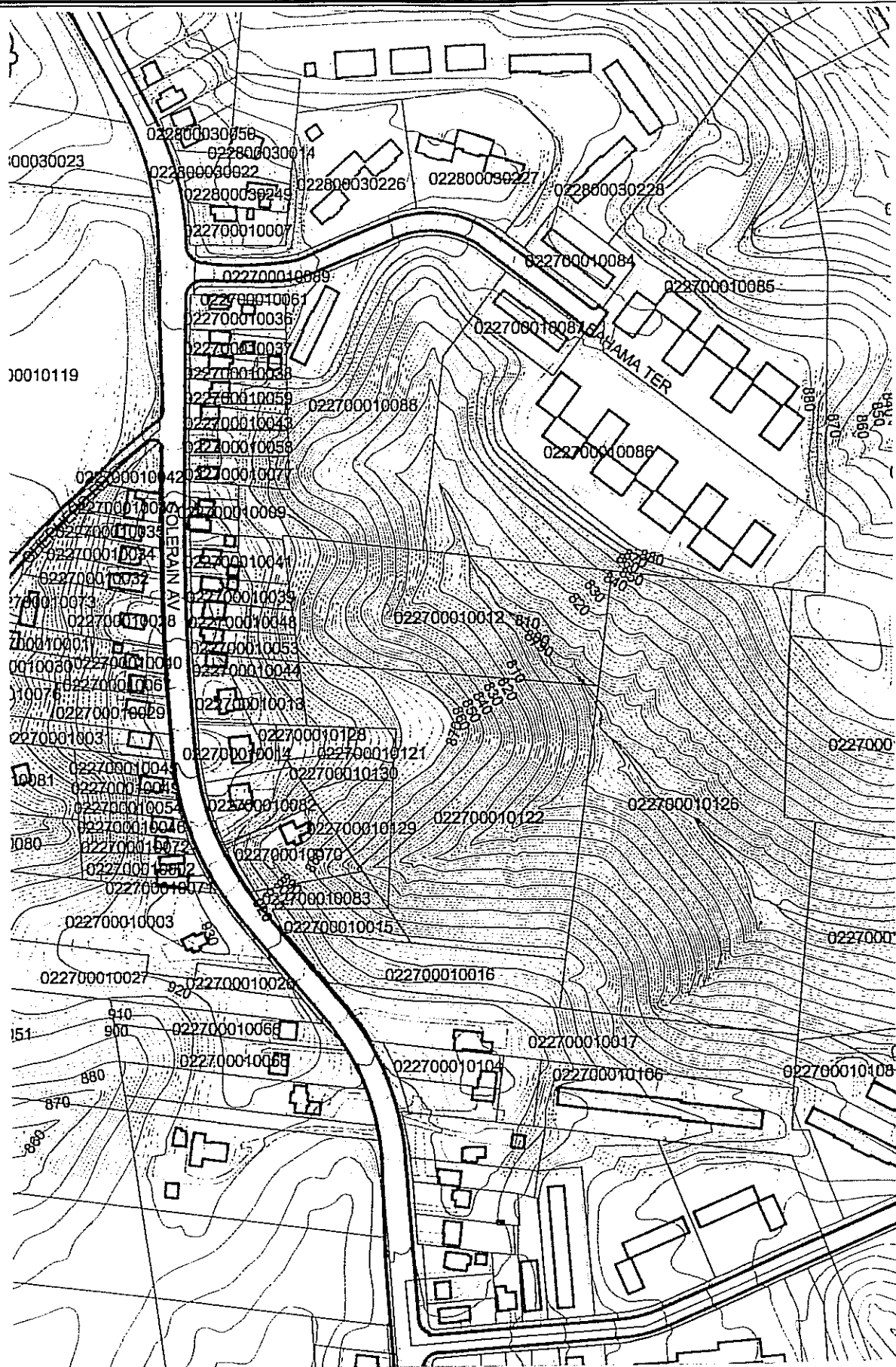
However, the appraiser's investigations of the subject land records at the recorder's office verified the following conveyances of parcels split from the subject greater parcels subsequent to the acquisition of the 11.570772 acres by AGAPE Ministries.

Date of Conveyance	Official Record Book Reference	Area of Parcel Conveyed	Assigned Parcel No.
12/14/90	O.R. 5445-102	.21526 Acre	128
12/14/90	O.R. 5445-104	.25986 Acre	130
12/14/90	O.R. 5445-106	.52481 Acre	129

The current subject acreage is 10.570842, the same being verified by current courthouse records and the legal description enclosed herewith, which is recorded in recent mortgage documents applicable to the subject property.

NOTE:

It appears that any value resultant continued in the prior appraisal report would be overstated, as it was based on 11.570772 acres, rather than the correct 10.570772 acres.



TOPOGRAPHY PLAT

DESCRIPTION OF SUBJECT SITE

The subject site fronts 197.69 feet on the east right of way for Colerain Avenue, thence runs approximately 200 feet in an east direction at which point the parcels expand in a north direction for a distance of approximately 887.61 feet to the north property line which runs in an east/west direction for a distance of 672.89 feet.

The legal boundaries of the subject confine an area of $460,466 \pm$ square feet (10.570842 acres).

The site is heavily wooded with exception to a certain 50-foot utility easement, which has been cleared.

Topography

The topography is highly irregular with grade variations of approximately 100 feet. The topography slopes downward from Colerain Avenue and in a general north and east direction approximately 100 feet to a ravine, at point there is an upward slope for approximately 40 feet.

Site Configuration

As shown on the enclosed plats, the configuration of the subject site is irregular

Streetscape

Colerain Avenue is a primary north/south arterial roadway with a 60-foot right of way. The road surfaces are macadam paved with concrete box curbing and concrete public walkways; there is also public lighting.

Easements

Utility:

There is a $50 \pm$ foot utility easement running in an east/west direction at the south sector (Parcel 16) of the subject site. The appraiser estimates the area of this easement to be $20,000 \pm$ square feet (0.459137 \pm acre).

The legal description for this easement is provided with the legal description for the greater parcels.

HIGHEST AND BEST USE

Highest and Best Use is defined in the 1993 edition of "The Dictionary of Real Estate Appraisal", page 171, published by the Appraisal Institute (Third Edition), as follows:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals, as well as the benefits of that use to individual property owners. Hence, in certain situations, the highest and best use of land may be for parks, greenbelt, preservation, conservation, wildlife habitats and the like.

Typically, in the Highest and Best Use analysis, we discuss the highest and best use of the subject site as though vacant and available for development and as improved.

Subject Site as Unimproved (Existing)

While the Colerain Avenue frontage is zoned R-2 (Single Family Residential), this area is minimal and if the greater parcels (Zoned R-4 Multi-Family) were to be developed, the R-2 zoned area would be utilized for an ingress/egress corridor.

Feasibility of Development

Physical:

The extreme variations in the topography indicate the site development would be extensive, however, there are two large apartment communities to the immediate north and south of the subject, which were developed on sites having similar physical characteristics, therefore, the development of the site with residential apartment units is considered physically possible.

VALUATION CONCEPT

There are three generally accepted traditional methods of estimating the Market Value of real property. These methods are the Cost Approach, Sales Comparison Approach, and the Income Capitalization Approach. The basic concepts and applicability of each to the subject are described below.

The Cost Approach - The appraisal "principle of substitution is basic to the Cost Approach. This principle affirms that no prudent buyer would pay more for a property than the cost to acquire a similar site and construct improvements of equal desirability and utility without undue delay. Older properties can also be substituted for the property being appraised, and their value is measured relative to the value of a new, optional property. Consequently, the reproduction cost of a property on the effective date of the appraisal plus its site value provides a measure against which prices for improved properties may be judged."(1)(a) As the lands under appraisement are valued as vacant and unimproved, this approach to value is not deemed appropriate.

The Sales Comparison Approach - "As applied in the Sales Comparison Approach, the principle of substitution holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time. This principle implies that the reliability of the Sales Comparison Approach is diminished if substitute properties are not available in the market."(1)(b) Due to the availability of recent sales, this approach to value shall be used.

The Income Capitalization Approach - "The (appraisal) principle of anticipation is fundamental to the (income capitalization) approach. Because value is created by the expectation of benefits to be desired in the future, value may be defined as the present worth of all rights to these future benefits. All income capitalization methods, techniques, and procedures attempt to consider anticipated future benefits and estimate their present value."(1)(c) As the subject lands are valued as vacant and unimproved, this approach to value is not appropriate.

The findings of the above described approaches to value are set forth herein.

NON-DEPARTURE FROM U.S.P.A.P. PROVISIONS

As the Cost and Income Capitalization Approaches are not considered to be appropriately utilized for the valuation estimates of the subject property rights to be acquired, the exclusion of said approaches to value is not considered to be a departure from U.S.P.A.P. Provisions.

(1) The Appraisal of Real Estate, Appraisal Institute, Tenth Edition (1992) (a) Page 313, (b) Page 368, (c) Page 409.

ANALYSIS AND CORRELATION

COMPARABLE UNIMPROVED LAND SALE NO. 1

As this sale relates to the subject, negative adjustments to the subject value are acknowledged for economies of size, utility easement and partial river views. The negative adjustments are considered to be substantially offset by the subject's superior accessibility and convenience to service and commercial land uses. In addition, a slight positive adjustment to the subject is considered appropriate for market conditions (time of sale).

SALE PRICE PER ACRE = \$10,983.00

OVERALL RATING TO THE SUBJECT

GENERALLY COMPARABLE

COMPARABLE UNIMPROVED LAND SALE NO. 2

As this sale relates to the subject, negative adjustments to the subject value are deemed appropriate for superior interstate highway access, frontage characteristics and utility easement. Positive adjustments to the subject value are required for overall exposure; quality and nature of proximate land uses; availability of superior service and commercial facilities. The positive and negative influences are considered to be generally offsetting.

SALE PRICE PER ACRE = \$10,242.00

OVERALL RATING TO THE SUBJECT

GENERALLY COMPARABLE

SALES COMPARISON APPROACH

Final Value Estimate Per The Sales Comparison Approach

The appraiser has given due considerations to positive and negative value influences created by location, market supportability (demand), functional utility of the land, zoning, conditions of sale, quality of utilities, influence of development costs and market conditions; and in recognition of same, concludes the following value unit to be representative of the subject acreage:

\$ 10,000.00 PER ACRE

Accordingly:

10.570842 Acres	@	\$10,000 per Acre	=	\$105,708.00
				Taken As:

**FINAL VALUE ESTIMATE
PER THE SALES COMPARISON APPROACH**

\$106,000.00

APPRAISER'S QUALIFICATIONS

PROFESSIONAL

AFFILIATIONS:

President, Dayton Cincinnati, Chapter #60,
American Society of Appraisers, 1993-1994

CLIENTS:

Fifth Third Bank
Cincinnati Savings and Loan
City of Blue Ash, Ohio
City of Cincinnati, M.S.D.
Hamilton County Park Board
Farmers Home Administration
Hamilton County Board of Commissioners
Huntington Bank
INB Mortgage Corporation
Kemba Cincinnati Credit Union
Market Savings and Loan
Provident Bank of Cincinnati
Firststar Bank
Firststar Bank of Southeastern Indiana
State of Ohio (Department of Mental Health)
U.S. Postal Service
Valley Central Savings Bank

Non-institutional clients include numerous law firms, corporations
and individuals requiring residential and commercial appraisal
services.

Right-of-Way Appraisals For:

City of Blue Ash, Ohio
City of Cincinnati, Ohio
Green Township, Hamilton County, Ohio
Hamilton County, Ohio, Board of Commissioners
Hamilton County, Ohio, Metropolitan Sewer District



HAMILTON COUNTY PARK DISTRICT
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET

TEL NO. (513) 521-7275

FAX NO. (513) 521-2896

DATE:	February 25, 2003	FAX NO.	(513) 946-4330
TO:	Cindy Weltlauf, Grants Administrator	PAGES:	15
ATTN:	David Krings, Administrator		(including this cover sheet)
FROM:	Ross Hamre, Planning Director	PHONE	(513) 946-4400

**IF YOU HAVE A PROBLEM WITH THE RECEPTION OF THESE PAGES,
PLEASE CONTACT US AT (513) 728-3551, EXT 256**

As required by the Clean Ohio Conservation Program Grant Application. Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Hamilton County regarding the following projects:

- Hensley Tract acquisition
- Agape Tract acquisition
- Elstun Road Tract Acquisition
- Roell Tract Acquisition

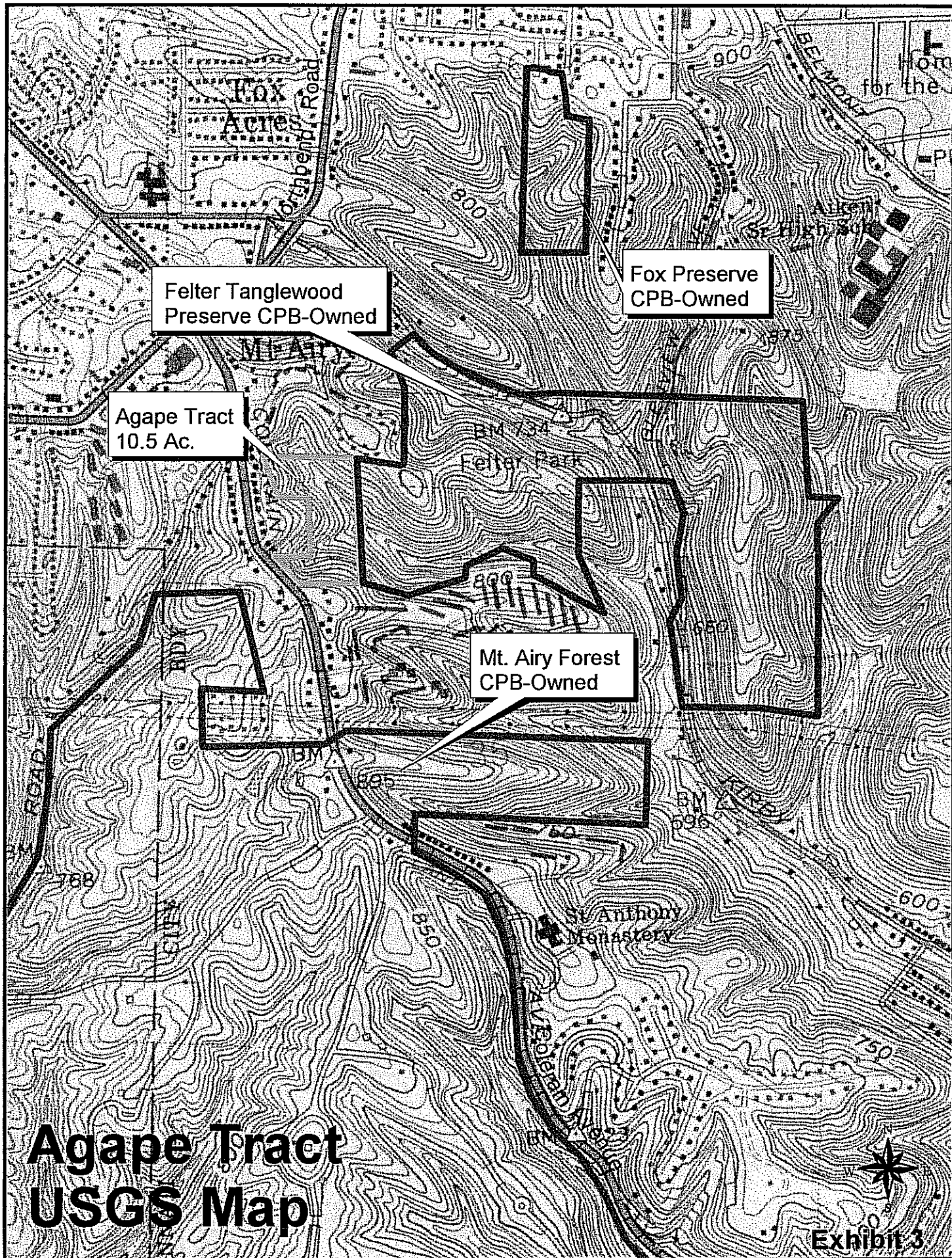
(See attached project information describing each of the above projects)

No funds from Hamilton County are involved in these projects.

Please respond to this fax indicating you have received this information and acknowledge these applications.

Should you have any questions, please contact Ross Hamre, Planning Director at 728-3551, ext. 256.





Felter Tanglewood
Preserve CPB-Owned

Fox Preserve
CPB-Owned

Agape Tract
10.5 Ac.

Mt. Airy Forest
CPB-Owned

Agape Tract
USGS Map

Exhibit 3



Looking south from Bahama Terrace into the Agape Property

Cincinnati Park Board Land Management Handbook

Table of Contents:

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Classifications	5
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Site Security	21
Building Maintenance	23
Playground Maintenance	25
Cleaning Restrooms	27
Maintenance of Trees and Shrubs	28
Trail Systems and Greenways	32
Safety and Risk Management	34

Cincinnati Park Board Land Management Handbook

The four Basic Principles of the Division of Operations and Land Management of the Parks Department are:



**Safe
Clean
Reliable
Environmental**

CINCINNATI PARK BOARD

LAND MANAGEMENT STANDARDS

PARK AREA CLASSIFICATION – DEFINITIONS

- Class A1** High traffic urban areas, public squares, malls, high visitation parks or parks features, high quality diverse landscape, state of the art maintenance applied.
- Class A2** Parkways and well-developed park areas of regional impact with high visitation, special features, diverse landscape and floral accents. High level of maintenance throughout with Class maintenance applied to specific features.
- Class A3** Developed park areas of neighborhood impact with moderate visitation levels and parkways areas, which may or may not contain landscape or floral features. Constant maintenance level throughout approaching Class B standards for specific features.
- Class E** Park areas set aside usually to reduce maintenance or increase wildlife diversity. Visitation to these areas can range from moderate high, usually by nature enthusiasts, hikers, science classes, and Nature Education groups. Maintenance will range from periodic mowing, non-native removal to litter pick-up and trail maintenance. Some of these areas also receive special types of management to enhance biodiversity.
- Wetlands:*
Areas with standing water or wet soil conditions through most of the year. Visitation is described in Class E. Maintenance consists of non-native removal and trail maintenance needed per site inspections. Management to increase biodiversity and accessibility is also performed during areas development.
- Riparian Zones:*
River and stream corridors with median to high visitation. Maintenance usually low consisting of litter pick-up and non-native removal as needed.
- Habitat Enhancement Areas:*
Park areas where management and maintenance is geared toward increasing biodiversity. Visitation ranges from median to high, and is mostly hikers and nature enthusiasts. Maintenance is usually litter pick-up, non-native removal and up keep of trails.
- Meadows:*
Park areas with usually low visitation. Maintenance is seasonal mowing, either spring or fall.
- No Mow/Successional:*
Park areas left to return to woodland by natural succession, and sometimes supplemental planting. Visiting is usually low. Maintenance is periodic non-native removal, other maintenance determined by on-site inspection or complaints.

17. Trail Maintenance

All trails maintained per designated trail classification for specific site

CLASS E

1. Non-Native Removal

- A. Honeysuckle: Usually on a three-year rotation, before new shrubs begin producing fruit. Shrubs should be cut as close to the ground as possible. Stump sprayed with 20% Round-Up solution within 15 minutes after cutting. Brush close to road should be chipped, brush in meadows can be piled near the edge of the woods, and brush cut from wooded areas can be left scattered.
- B. Garlic Mustard: Removed yearly as needed. When in flower, plant in hand pulled, with care taken to get roots. Plants must then be bagged and removed from site. First year plants can be sprayed with 2% Round-Up solution in early spring or fall if no native plants are present. Round-Up method should only be used by trained personnel (florist, natural resources crew), due to possibility of harming native plants.
- C. English Ivy, Wintercreeper, and Vinca: Removed as needed per site. These plants need to be hand pulled, bagged, and removed from site. The plants normally do not respond to Round-Up applications.

2. Weeding

Determined by site, per Greenspace Manager. Wildflower and prairie plantings need various weed species removed for the first three years.

3. Prescribed Burns

Areas to be burned are rotated on three to five year basis after they are established. New plantings are burned yearly for the first three years. Greenspace Manager will determine area, timing, and be responsible for the burn.

4. Seasonal Mowing

Either an early spring or late fall mowing is performed on meadows and some wildlife enhancement areas. A mowing schedule will be determined and sent to District Crew Leaders, describing areas to be cut that year and their timing. Fall mowing should not start before the first week in November. Spring mowing should start in mid to late February but must not continue beyond late March. If weather conditions prohibit this timing, the Greenspace Manager should be consulted for further instruction. Mowing height is 6" or more, lower heights will damage plants.

5. Litter Control

Crews should inspect and remove litter during the regular maintenance cycle for that park.

6. Trail Maintenance

Performed as needed per site inspection or complaints. Trails through meadows should be mowed weekly.

15. Furnishings

Maintained and repaired as needed.

16. Tree Maintenance

Per designated classification for specific site.

17. Trail Maintenance

per designated classification for specific site.

CLASS F2

Forest/Undeveloped open space and natural areas of low visitation, hillside preservation sites, protective "buffer" lands. Maintained provided only on an "as needed" basis per periodic site inspection or complaints received.

1. Turf

Not mowed.

2. Fertilizer

None.

3. Irrigation

None.

4. Litter Control

On demand or complaint or program basis.

5. Pruning

Not unless safety is involved.

6. Disease and Insect Control

None except in epidemic or safety situations.

7. Snow Removal

Only on strategic roads and parking lots.

8. Lighting

Replaced on complaint or program basis.

9. Surfaces

Serviced only when safety is concerned.

10. Repairs

Should be done when safety or function is in question.

11. Inspections

Once per month.

12. Floral Plantings None.

thatch accumulation. A welcome sight to many turfgrass superintendents is the many roots that often can be found growing down the aerification holes. This practice can yield great benefits at small costs.

ENVIRONMENTAL PRACTICES

Parks and recreation agencies have always been in the forefront in efforts to protect the environment. In the communities we serve, we have often been the first to institute environmental practices setting an example for others to follow. There are three obvious reasons parks and recreation agencies have been placed in this leadership role since the early days of environmental concern.

First, it is the role of most parks and recreation agencies to preserve open space, provide natural surroundings for recreation and contemplation and to teach people wise stewardship of their natural surroundings. Environmental protection was always part of our mission. In fact, it can be said that parks and recreation agencies were the environmental movement before it ever became recognized as a "movement." As concern for these issues became stronger in our communities, we were often first to incorporate them into our practices.

Second, because we are perceived as the community provider of greenspace and natural surroundings, our public demands responsible environmental practices. We are often held to a much higher standard for environmental protection because pollution and other environmental degradation is so inconsistent with the vision that the public has for us. Poor environmental practices in a park setting is magnified.

The third reason we have become leaders in the environmental movement has to do with money. Most parks and recreation agencies have a long history of having to do more with less. There is never enough funding to do what we have to and, in lean times it gets even worse. Downsizing vehicles, lowering thermostats, using alternative fuels, and minimizing waste are all examples of things many of us have done to save money. We must constantly be looking for ways to be more efficient and to lower our costs. Many of these efforts provide significant environmental benefit as well. Environmentally sound practices are often much less costly. Much of the time, the two go hand in hand.

So, using sound environmental practices are part of our basic job, the public demands it and it can save money. Are we doing all that we can? Are we doing enough? How do we know? It can be argued that protecting the environment is a neverending effort. We are never doing enough and there is always room for improvement. As leaders on this issue, it is important to at least know where we are in the effort and what can be done in the future. A useful tool in this regard is an environmental assessment.

Environmental Assessment

An environmental assessment is a complete evaluation of current operations and practices that impact the environment in terms of waste and pollution and consumption of natural resources. It also includes the identification of technically and economically feasible opportunities to reduce these impacts. This assessment process has been used in the private sector with great success in reducing toxic and hazardous wastes, pollution and emissions and overall increased awareness of pollution prevention. If we look closely, the public sector does not differ much from the private sector (particularly service-oriented businesses) in terms of resources use and environmental impact.

public relations, improved health and safety, improved employee morale, and reduced liability. Be sure to factor them into your analysis.

Implementation Phase:

Selection options for improvement that have passed the feasibility analysis. Some will be more feasible than others. Organize them in order of priority according to a method that fits your situation. It is usually best to list the easiest, least expensive options that reap the greatest returns first. It is also useful to establish a record keeping process to monitor results of improvement. Setting goals with reasonable schedules and monitoring progress are all important components of this phase.

Using this common sense approach to assessing and improving environmental practice in your agency will result in significant benefits.

Reduced Operating Cost

Environmentally sound practices are often less costly

Overall Improvement in Environmental Quality

We are perceived as leaders in environmental protection and must embrace our leadership responsibilities setting an example for others to follow.

Improved Employee Health, Safety and Morale

Environmentally sound materials are less toxic and, therefore, safe for employees to use. This results in fewer injuries, healthier employees and higher morale. Demonstrating respect for the natural environment and employees help create a work environment employees are proud of.

Enhanced Public Image

Good environmental practice is good management. It is cleaner, safer and often less costly; it is the way good organizations are run. Be sure to let people know about your success. Don't overlook the value of promoting the positive practices you use to help prevent environmental degradation and conserve natural resources.

Crime Prevention.

The social problem is one that we have absolutely no control over, but it remains the main justification for security systems and is the most obvious reason to have the proper standards of security designed in our park systems. All security systems are designed to prevent crime from occurring. Limit the opportunity for a crime to be committed and provide some type of notification system in the event of a crime. For the purpose of this discussion, this paragraph entitled. " Crime Prevention" will refer to those major category crimes such as murder, rape, assault, arson, drugs, robbery and theft, and, unfortunately, there are few measures that can be taken to prevent serious crimes. The one major crime mentioned here that occurs most frequently in the park and recreation field is theft; theft may also be the only major category crime that can be successfully deterred and controlled by use of proper control procedures and the correct level of security. Because it is a crime against property, theft is more fully discussed as the main focus of "Resource Protection," later in the monograph.

Vandalism Reduction.

Vandalism is one of the most frequent crimes committed within park and recreation department, and one of the most costly. Vandalism is separated from major category crime not only because it is less serious in nature but also because it occurs so frequently that it has become a major consideration in most maintenance program's repair and replacement effort, beyond that of normal wear and tear. This is not to imply that the desecrated Indian cave painting of the Grand Canyon or the famous "graffiti-festooned" subways of New York City are not serious crimes, but the majority of the acts of vandalism impacting park maintenance programs are expressed as "minor or nuisance damage to park property," when viewed or reported on an individual basis. Damage can range from breaking out all the windows in a community center to painting graffiti on the walls of a restroom, from removing the shingles from a park shelter to carving initials in an old tree along a trail.

Vandalism, although recognized as less serious than the major crimes mentioned under Crime Prevention, has a serious, disruptive and costly impact on any Park system. This impact is always demonstrated in terms of both monetary cost and social cost. Monetary costs are primarily reflected in the funds required for materials or supplies, human resources or contractual services and equipment that must be directed toward the damage repair. Secondary monetary costs, that often exceed repair costs, are reflected in the loss of revenue caused by the disruption or cancellation of programs and activities. Social cost associated with vandalism are very difficult to measure, but in areas of frequent vandalism, the psychological impact on both the park staff and patrons manifests itself in the low staff morale and diminished patron participation at park facilities where programs and normal park activities are disrupted by vandalism. Security systems and sound park design principles have proven to be effective deterrents to vandalism, when combined with sound management practices, staff awareness and solid community support.

Personnel and Public Safety

The most important responsibility of any park department is to provide a safe environment for its employees to work, and a safe park system security, for it patrons to enjoy. Security, by definition, is the "quality or state of being secure, free from danger, fear or anxiety". All security systems are designed with both people and resource protection in mind, but there are certain additional security measures that are appropriate to use to provide higher levels of protection when activities warrant or situations dictate.

the plant. Spring flowering trees and shrubs should be pruned immediately after flowering. Such plants include forsythia, spirea, azaleas, dogwoods, cherries, plums and some Asiatic hollies. These plants set their flower buds in late summer and early fall on the previous season's growth. Pruning during the dormant season will remove buds and reduce flowering. Trees and shrubs that flower from summer through fall develop their flower buds on new shoots (current season's growth). These plants, which include crapemyrtle, hibiscus, althea, hydrangea, vitex and American hollies, should be pruned when dormant. Pruning during the summer will remove flower buds.

Rejuvenation pruning: Some shrubs can be rejuvenated by cutting the entire plant down to 6-12 inches from the ground. This is often the best choice if the plant is old or severely overgrown. Rejuvenation may also be done more gradually over a three-year period with 1/3 of the old growth removed each year. Shrubs that respond well to rejuvenation include forsythia, azalea, hollies, privet, barberries, crapemyrtles and photinia. Junipers cannot be rejuvenated. Small diameter (1/2 to 3/4 inch) trees such as most maples and oaks can be pruned at the soil line to develop a new straight leader if the tops are not tree form or straight. Other trees such as dogwoods have a high mortality when this is done. The general rule is that trees that form suckers readily can be cut back. This should be done early in the season just before buds begin to swell. After several new water sprouts develop, prune back to the one most vigorous shoot or development of a single leader tree or to 3 to 5 shoots for multi-stem trees.

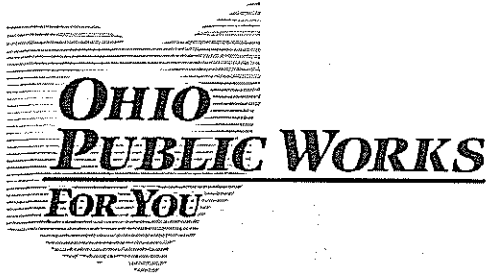
Pruning for vehicular and pedestrian traffic: Branches over streets should be pruned to a height of 14 feet to reduce interference with vehicles, while branches over sidewalks should be maintained at 8 feet to prevent obstruction of pedestrians as they use sidewalks.

Pruning large trees: Pruning of large trees requires special equipment such as a bucket truck or use of climbing ropes and climbing gear. These pruning jobs generally require personnel familiar with climbing and specialized equipment. Many large trees are deformed through improper pruning or topping. Climbing spurs induce damage to trees and should only be used for "take down" operations.

Removal of large limbs, 2" or more, often requires a triple-cut technique. The first cut is a shallow cut of 1/4 to 1/3 of the diameter and made on the underside of the limb. Approximately 6" from tree trunk. The second cut is made 2" further out on the topside causing the branch to break away. This prevents tearing the bark on the tree, which occurs if one cut is made. A third cut is required to remove the stub. This cut should be made in front of the branch collar where the limb joins the tree rather than flush with the trunk. This procedure eliminates the need for shaping or tracing the wound and does not require that the wound be enlarged after pruning. If done properly, callus will form in an even circle to close the wound. The common application of an asphalt emulsion to a pruning wound is of no value in preventing decay and is no longer recommended. Proper pruning of trees and shrubs should be started early and continued when necessary throughout the life of the plant.

Maintenance of woodlands

Maintenance of woodland requires selective thinning by removing the least desirable trees. Thus improving the aesthetic value of the remaining plants and the entire woodland. Limbing up and removal of dead branched improves the visibility into the woodland. Some low-story trees, such as dogwoods on the edge of a woodland, are more natural with their lower branches intact.



THE OHIO PUBLIC WORKS COMMISSION
65 East State Street, Suite 312, Columbus, Ohio 43215-4213

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05/01/2003

Jack Sutton
Director
Hamilton County Park District
10245 Winton Road,
Cincinnati, OH 45231

Subdivision Code : 061-02037

Dear Mr. Sutton,

Your request for financial assistance from the Ohio Public Works Commission has been approved for the project entitled **Agape Open Space Acquisition** in the amount of \$ **46,285**. This **Grant** has been assigned project number **CBBA**. Please use this number when calling or writing our office.

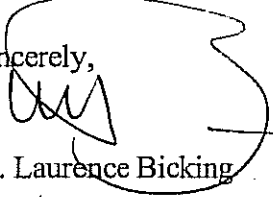
The enclosed Project Agreement defines **Hamilton County Park District's** responsibilities in accepting this financial assistance. Please review it carefully to ensure that the project has been accurately described and defined throughout the agreement's appendices. If any errors are found, or if any information needs to be updated, please contact us immediately.

Please execute the Project Agreement by signing both copies. **You must return one fully executed copy to the Commission within forty-five (45) days**, and retain the other for your files. This project may not proceed with acquisition, construction or purchase of materials, **until you have completed the following**; 1) returned one executed copy of the agreement to OPWC, 2) prepared and sent to OPWC a "Request to Proceed" 3) received approval from OPWC on your "Request to Proceed"

The Project Manager and Chief Financial Officer named in the agreement will each receive a separate mailing that explains their respective duties regarding project implementation. The Project Manager has also received a reference copy of the enclosed Project Agreement for their records. All of our project management related documents for the Clean Ohio Program are located at our Web page at www.pwc.state.oh.us. Once there, click on the link titled "**Clean Ohio Program**".

If you have any questions about any aspect of the program, please do not hesitate to call your Program Representative, **Rob White**, at 614/752-9344.

Sincerely,


W. Laurence Bicking
Director

cc: District Committee

614-466-0880
www.pwc.state.oh.us